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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/695,413	10/27/2003	Cheryl Phillips	34250-1175	5619
7590 Malvern U. Griffin III SUTHERLAND ASBILL & BRENNAN LLP 999 Peachtree Street, N.E. Atlanta, GA 30309-3996			EXAMINER LIU, CHIA-YI	
			ART UNIT 3696	PAPER NUMBER
			MAIL DATE 11/12/2008	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/695,413

Applicant(s)

PHILLIPS ET AL.

Examiner

CHIA-YI LIU

Art Unit

3696

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 29 September 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-12 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-12 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/SG/US)
Paper No(s)/Mail Date 9/29/2008
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

Claims 1-12 are presented for examination. Applicant filed an amendment on 09/29/2008 amending independent claims 1 and 7. Upon careful consideration of Applicant's amendments, new grounds of rejection of claims 1-12 necessitated by Applicant's amendment are established in the instant office action as set forth below.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-3, 7-9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (US 2003/0023557 A1) in view of Morrill, Jr. (US RE39,736 E), and further in view of Setz et al. (US 2004/0019553 A1) and further in view of Official Notice.

As per Claim 1

Moore ('557) discloses

a scanning component that converts the check into an electronic data (digitize check) , see Fig 1 (102, 110)

a user interface component that allows the merchant to input a check amount associated with the check (the vendor can specify the monetary amount of the check using an input means), see paragraph 0027, lines 18-20 and Fig 5 (68, 70 input, display)

Moore ('557) teaches allowing the merchant to set via the user interface component a check amount, see paragraph 0027, lines 18-20, but fails to

explicitly disclose a processor that allows the merchant to set a default check amount thereby allowing the merchant to process in a default check amount mode a plurality of accounts receivable checks having the same check amount without having to enter the check amount for each of the plurality of accounts receivable checks. Morrill ('736) teaches setting a default amount to transfer funds, see Fig 1B (preset default amount displayed) and Claim 2 of Morrill. Setz ('553) teaches a default amount based on the value of the previous transaction is used unless the dealer has specified a different amount for the new transaction, see paragraph 0109, lines 5-12. Moore, Morrill and Setz are all directed toward financial transaction system. Therefore, the Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include a processor that allows the merchant to set via the user interface component a default check amount thereby allowing the merchant to process in a default check amount mode a plurality of accounts receivable checks having the same check amount without having to enter the check amount for each of the plurality of accounts receivable checks. One would be motivated to do so for the benefit of minimizing the amount of information the merchant must enter to process checks having the same check amount.

Moore ('557) fails to explicitly disclose the accounts receivable checks are received by the merchant in a non-face-to-face manner. Official Notice is taken that it was old and well known in the art to process checks received by merchant in a non-face-to-face manner. (For example, process checks received through mail, process checks given to merchant by a purchaser wearing Halloween mask or received by a purchaser looking away not facing the merchant, or process checks received by merchant through drop-off box ... etc.) Therefore, the Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include the accounts receivable checks are received by the merchant in a non-face-to-face manner. One would be motivated to do so since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per Claims 2, 8

Moore ('557) further discloses the scanning component is adapted to read the check's magnetic ink character recognition line (MICR number can be electronically scanned when processing a check), see paragraph 0006, lines 7-10, and to obtain an image of at least a portion of the check (digitized check image), see paragraph 0030, lines 10-11 and Fig 1 (102, 110)

As per Claims 3, 9

Moore ('557) teaches allow the merchant to set a check amount, see paragraph 0027, lines 18-20, but fails to explicitly disclose a default amount mode and allow the merchant to disable the default check amount mode by inputting a specific value for the default check amount. Setz ('553) teaches disable a default amount by inputting a specific value for the amount (a default amount based on the value of the previous transaction is used unless the dealer has specified a different amount for the new transaction), see paragraph 0109, lines 5-12. Both Moore and Setz are directed toward financial transaction system. Therefore, the Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include allow the merchant to disable a default check amount mode by inputting a specific value for the default check amount. One would be motivated to do so for the benefit of allowing the merchant to input and process a check with its associated check amount when the amount is not the same as the previous check.

As per Claim 7

Moore ('557) teaches providing via the location-base device an option for the merchant to set a check amount and obtaining via the location-base device an input value from the merchant if the merchant chooses the option for setting the check amount (the vendor can specify the monetary amount of the check using an input means), see paragraph 0027, lines 18-20 and Fig 5 (68, 70 input, display)

Moore ('557) teaches allowing the merchant to set via the user interface component a check amount, see paragraph 0027, lines 18-20, but fails to explicitly disclose setting the input value as the default check amount such that a subsequent check will be processed with the default check amount in a default check amount mode until the default check amount is changed by the merchant. Morrill ('736) teaches setting a default amount to transfer funds, see Fig 1B (preset default amount displayed) and Claim 2 of Morrill. Setz ('553) teaches a default amount based on the value of the previous transaction is used unless the dealer has specified a different amount for the new transaction, see paragraph 0109, lines 5-12. Moore, Morrill and Setz are all directed toward financial transaction system. Therefore, the Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include setting the input value as the default check amount such that a subsequent check will be processed with the default check amount in a default check amount mode until the default check amount is changed by the merchant. One would be motivated to do so for the benefit of

minimizing the amount of information the merchant must enter to process checks having the same check amount.

Moore ('557) fails to explicitly disclose the accounts receivable checks are received by the merchant in a non-face-to-face manner. Official Notice is taken that it was old and well known in the art to process checks received by merchant in a non-face-to-face manner. (For example, process checks received through mail, process checks given to merchant by a purchaser wearing Halloween mask or received by a purchaser looking away not facing the merchant, or process checks received by merchant through drop-off box ... etc.) Therefore, the Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include the accounts receivable checks are received by the merchant in a non-face-to-face manner. One would be motivated to do so since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

Claims 4 and 10 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (US 2003/0023557 A1) in view of Morrill, Jr. (US RE39,736 E), further in view of Setz et al. (US 2004/0019553 A1) and further in view of Official Notice, as applied to claim 1 above, and further in view of Basham et al. (5,757,571).

As per Claims 4, 10

Moore ('557) teaches allow the merchant to set a check amount, see paragraph 0027, lines 18-20, but fails to explicitly disclose a default amount mode and the specific value of zero disables the default check amount mode. Setz ('553) teaches disable a default amount by inputting a specific value for the amount (a default amount based on the value of the previous transaction is used unless the dealer has specified a different amount for the new transaction), see paragraph 0109, lines 5-12. Basham ('571) teaches the specific value of zero disables a default mode (the default value may set to zero if desired to disable), see column 13, lines 53-57. Therefore, the Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include the specific value of zero disables the default check amount mode. One would be motivated to do so for the benefit of allowing the merchant to disable the default check amount without having to process the next check with new amount (amount zero = no transaction is processed).

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Claims 5-6, 11-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (US 2003/0023557 A1) in view of Morrill, Jr. (US RE39,736 E), further in view of Setz et al. (US 2004/0019553 A1) and further in view of Official Notice, as applied to claim 1 above, and further in view of Belyi et al. (US 2005/0080717 A1)

As per Claims 5, 11

Moore ('557) further discloses a communication component adapted to communicate with a check processing service that performs an authorization process for the check based on information associated with the converted check, see Fig 1 (110, 112, 114, 116, authenticity verification) and paragraph 0045, lines 10-14 (decoded information is compared with archived information stored in the data base to determine authenticity of a processed check and to aid in identifying the bearer of a check), Fig 4A and paragraph 0047, lines 8-13, but fails to explicitly disclose the authorization process includes a risk assessment of the check. Belyi ('717) teaches the authorization process includes a risk assessment of the check (payment approval agency assesses the risk associated with the proffered payments such as check), see paragraph 0007, lines 2-4. Both Moore and Belyi are directed toward financial transaction system. Therefore, the Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include the authorization process includes a risk assessment of the check. One would be motivated to do so for the benefit of lowering the merchant's risk of not getting the funds he/she is promised due to insufficient funds in customer's checking account, account delinquency, or fraud by assessing the risk associated with the proffered payment.

As per Claims 6, 12

Moore ('557) teaches the check processing service performs the authorization process and notifies the merchant of its decision in a manner that depends at least on a level of service subscribed by the merchant (Notification of the authenticity of the check, and of the completion of the reconciling/settling transaction is sent from central processing station to the transaction station that can viewed by the vendor/merchant), see paragraph 0027, lines 28-32, but fails to explicitly disclose wherein the level of service includes the check processing service guaranteeing or purchasing check transactions it authorizes thereby assuming at least some of the risk associated with the check. Belyi ('717) teaches check processing service guaranteeing or purchasing check transactions it authorizes thereby assuming at least some of the risk associated with the check (The level of subscription to such an agency may vary, wherein the agency may assume the risk of the transaction by either guaranteeing the check or purchasing the check from the merchant, see paragraph 0007, lines 12-16. Both Moore and Belyi are directed toward financial transaction system. Therefore, the

Examiner asserts that it would have been obvious for one of ordinary skill in the art at the time the invention was made to modify Moore's invention to include check processing service guaranteeing or purchasing check transactions it authorizes thereby assuming at least some of the risk associated with the check. One would be motivated to do so for the benefit of lowering the merchant's risk of not getting the funds he/she is promised due to insufficient funds in customer's checking account, account delinquency, or fraud by assessing the risk associated with the proffered payment.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to CHIA-YI LIU whose telephone number is (571)270-1573. The examiner can normally be reached on Mon-Thur alternating Fri.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, TOM DIXON can be reached on (571) 272-6803. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/THOMAS A DIXON/
Supervisory Patent Examiner, Art Unit 3696

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